DELIVERY SERVICES SUPPLIER TERMS AND CONDITIONS APPENDIX A RIDER IFC REQUIREMENTS FOR SBO REMITTANCE

1. Applicability

This Appendix applies to a RES or any other entity required to enter into a contract with Company under the provisions of Section 7C of these Terms and Conditions. In addition to requirements set forth in the above mentioned Section, the contract will conform to the following requirements.

2. Remittance Options

- (a) A RES or other entity must remit IFC Payments to Company within seven days of receipt of each IFC Payment from a Customer. However, if a RES or other entity is otherwise required to remit payments to Company more frequently than within seven days of receipt of payment from Customer, then the RES or other entity must remit IFC Payments to Company at the same time as the other payments.
- (b) If elected by a RES or other entity by written notice to Company (which election, when given, shall remain in effect for the following twelve months, and thereafter until rescinded by the RES or other entity), the RES or other entity shall remit to Company the amount of IFC Charges shown on the statements within fifteen days after receipt of any such statement from Company, regardless of whether the RES or other entity has collected such IFC Charges from the Customer.
 - (1) If the RES or other entity electing this option does not have an unsecured debt rating of BBB- or better, the RES shall, as a condition to exercising this option, place a security deposit with Company equal to one month's estimated IFC Charges to the Customers with respect to which the RES or other entity is receiving bills for Company's charges.
 - (i) The amount of the security deposit shall be determined based on the estimated monthly kilowatt-hour usage of the Customers to which the RES or other entity is billing Company's charges, and the IFC Charge per kilowatt-hour applicable to each Customer pursuant to Company's Rider IFC.

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- (ii) The amount of such security deposit shall be reviewed by Company and, if necessary, revised on a periodic basis based on (A) the number of Customers with respect to which the RES or other entity is receiving bills for Company's charges, (B) changes in the estimated monthly kilowatt-hour usage of such Customers, and (C) changes in the IFC Charge per kilowatt-hour applicable to such Customers determined in accordance with Company's Rider IFC. For purposes of this paragraph (ii), "periodic basis" shall mean (X) monthly in the case of the RES or other entity receiving bills for Company's charges to Customers for which the expected monthly amount of IFC Charges is \$5,000,000 or more, and (Y) quarterly with respect to each other RES or other entity.
- (iii) Company shall submit a statement of any revised security deposit along with supporting calculations to the RES or other entity. Any increase in the required security deposit shown by the statement, shall be paid by the RES or other entity to Company, and any decrease in the required security deposit shown by such statement shall be refunded by Company to the RES or other entity, within 5 Business Days following the date of such statement.
- (2) A RES or other entity electing this option shall notify Company of its current short-term and long-term unsecured debt ratings at least, (i) monthly, in the case of a RES or other entity receiving bills for Company's charges to Customers for which the expected monthly amount of IFC Charges is \$5,000,000 or more, and (ii) quarterly with respect to each other RES or other entity.

3. Notice to Customers

The contract between Company and the RES or other entity shall obligate the RES or other entity to deliver to the Customers with respect to which it is receiving bills for Company's charges, any notices to Customers provided by Company pertaining to IFC Charges, including, without limiting the foregoing, a notice to be sent at least once per year notifying Customers that IFC Charges are owned by Illinois Power Special Purpose Trust and not by Company.

DELIVERY SERVICES SUPPLIER TERMS AND CONDITIONS APPENDIX A RIDER IFC REQUIREMENTS FOR SBO REMITTANCE

4. Failure to Remit By Due Date Constitutes Default

Electric Delivery Service Schedule III, C. C. No. 36

It shall constitute a default for a RES or other entity to fail to remit IFC Payments or IFC Charges to Company on or before the date remittance is due under one of the options in Section 2. of this Appendix.

- (1) If such default is not cured within ten days following the date of the default, Company may provide written notice to the RES or other entity of Company's intent to begin to bill Customers previously billed by the RES or other entity because of the RES's or other entity's default in remitting IFC Payments when due. Company shall file a copy of any such notice with the Commission.
- (2) If Company receives no response from the RES or other entity initiating dispute resolution, or no payments, by the fifth day after the notice referred to in paragraph (1) is sent, Company shall have the right to resume billing directly to Customers the charges, including IFC Charges, which Company was previously submitting to the RES or other entity.
- (3) If Company receives a response unrelated to a dispute, or remittance of the IFC Charges or the IFC Payments from the RES or other entity, by the fifth day after the notice referred to in paragraph (1) is sent, the RES or other entity shall be presumed liable for the Commission-authorized rate of interest during the interval between the remittance due date under the remittance option that had been selected by the RES or other entity pursuant to Section 2, and the date of actual payment to Company.
- (4) Resumption of direct billing to Customers by Company pursuant to paragraph (2) shall not limit the rights of Company, of Illinois Power Special Purpose Trust or of the holders of the instruments issued by Illinois Power Special Purpose Trust to which the IFC Charges relate, to recover, with interest, IFC Payments collected but not remitted by the RES or other entity.

RIDER TC TRANSITION CHARGE FOR CUSTOMERS

1. Applicability

- (a) This Rider is applicable to the following Customers in Company's Service Area: (i) all Customers served under SC 110, (ii) all Non-Qualifying Self-Generation Customers, and (iii) all Direct Purchase Customers.
- (b) A Customer served under SC 110 shall be billed each billing period for an amount of Transition Charges equal to the product of the number of kWh delivered to Customer under SC 110 in the billing period (adjusted, if necessary, in accordance with subsection 1(e) hereof), multiplied by (i) the Transition Charge for the current Annual Period applicable to Customer, if Customer's Transition Charge is determined by a Customer-specific calculation as provided in Section 3 hereof or (ii) the Transition Charge for the current Annual Period applicable to the TC Group which includes Customer. The amounts in (i) and (ii) shall be calculated in accordance with Section 4(a) of this Rider.
- (c) A Non-Qualifying Self-Generation Customer shall be billed each billing period for an amount of Transition Charges equal to the product of the number of kWh received by such Customer from Customer's Non-Qualifying Self-Generation Facility as though such kWh had been delivered to Customer by Company, multiplied by (i) the Transition Charge applicable to Customer, if Customer's Transition Charge is determined by a Customer-specific calculation as provided in Section 3 hereof or (ii) the Transition Charge applicable to the TC Group which includes Customer. The amounts in (i) and (ii) shall be calculated in accordance with Section 4(a) of this Rider except that a factor DSc shall not be included in such calculation.
- (d) A Direct Purchase Customer shall, on or before its Direct Purchase Customer Determination Date, either (i) pay Company a lump-sum amount equal to the total amount of Transition Charges which the Direct Purchase Customer would pay Company if it took service under SC 110 from the Direct Purchase Customer Determination Date to December 31, 2006; or (ii) sign a contract with Company obligating the Direct Purchase Customer to pay such lump-sum amount ratably in equal monthly payments over the period from the Direct Purchase Customer Determination Date to December 31, 2006. The lump-sum amount of Transition Charges shall be calculated in accordance with Section 4(b) of this Rider.

RIDER TC TRANSITION CHARGE FOR CUSTOMERS

(e) If a Customer obtained electric power and energy from cogeneration or self-generation facilities installed for its own use on or before January 1, 1997 but subsequently takes service from an Alternative Retail Electric Supplier or an electric utility other than Company for any portion of the Customer's electric power and energy requirements formerly obtained from such cogeneration or self-generation facilities, the Transition Charge otherwise applicable to Customer under Section 1(b) or 1(d) of this Rider shall not be applicable to that portion of Customer's electric power and energy requirements formerly obtained from such cogeneration or self-generation facilities, provided, that such portion shall not exceed the average number of kWh per year obtained from such cogeneration or self-generation facilities during the three years prior to Customer's Delivery Services Eligibility Date, and provided further, that the exemption from Transition Charges provided by this Section 1(e) shall not apply to any kWh purchased by Customer from Company pursuant to Rider PPO.

2. Definitions

As used in this Rider, the following terms shall have the meanings set forth below. All other capitalized terms used in this Rider shall have the meanings set forth in Company's Delivery Services Customer and Supplier Terms and Conditions.

Alternative Retail Electric Supplier has the same meaning as set forth in Section 16-102 of the Public Utilities Act.

Anniversary Date for Customer who went to Delivery Services under Off-Cycle Switching Service means the date on which Customer first started taking Delivery Services under SC 110. For Customer who went to Delivery Services with an on-cycle switch, Anniversary Date means the regularly scheduled meter reading date for the anniversary month in which Customer first started taking Delivery Services under SC 110. Customer's Anniversary Date, however, may not necessarily be the same date on which Customer first started taking service under Rider PPO. The first time that a Delivery Services Customer elects a Transition Charge with a Multi-Year Market Value established by Rider MVI II in the December publication, as evidenced by their entering into a contract for such Multi-Year Market Value in accordance with Section 7(a) of the Anniversary Date shall be reset to the effective date of the Multi-Year Market Value contract. In the event a Delivery Services Customer returns to Bundled Service and, after meeting all Bundled Service time requirements, takes Delivery Services again, such Customer's

RIDER TC TRANSITION CHARGE FOR CUSTOMERS

Anniversary Date shall be reset to the Off-Cycle or on-cycle date, as applicable, on which they return to Delivery Services. However, the Anniversary Date set by a Customer with a Multi-Year Market Value contract shall remain in effect if such Customer is placed onto the Company's applicable real time pricing tariff pursuant to Section 3(b) of Rider ISS and, after meeting the time requirements for such real time pricing tariff pursuant to Section 3(b) of Rider ISS, still has time remaining on the Multi-Year Market Value contract and returns to Delivery Services.

Annual Period for Customer who went to Delivery Services under Off-Cycle Switching Service means the one-year period for which there is no change to the applicable market values used to calculate Customer's Transition Charge and to determine Customer's electric power and energy rates under Rider PPO. For Customer who went to Delivery Services with an on-cycle switch, Annual Period means the 12 consecutive billing cycle months for which there is no change to the applicable market values used to calculate Customer's Transition Charge and to determine Customer's electric power and energy rates under Rider PPO.

Customer Type shall mean one of the following categories for which load profiles shall be applied in calculating Transition Charges, as provided in workpapers to this Rider regarding allocation of usage: (1) office, (2) restaurants, (3) retail, (4) grocery stores, (5) schools, (6) lodging, (7) miscellaneous commercial, (8) lighting, (9) industrial, and (10) residential.

Central Prevailing Time means Central Standard Time or Central Daylight Savings Time as in effect in Company's service area on any day.

Coincident Peak Demand means the demands of a Customer or TC Group each month occurring at the same time as the maximum demand on Company's system in such month. For Customers or TC Groups for which there is not historical data on hourly usage, an estimate of the monthly Customer or TC Group Coincident Peak Demand shall be determined as described in workpapers to this Rider regarding coincident peak determination.

Contract Rate means the price or prices for electric service specified in a special or negotiated rate contract or in a contract service contract between Company and Customer.

Delivery Services Eligibility Date means the date on which Customer first became eligible for Delivery Services. For non-residential Customers, this date shall be one of the following, as applicable to Customer: (i) October 1, 1999; (ii) the date between October 1, 1999 and December

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31, 2000, on which Customer became eligible for Delivery Services on the basis of an average monthly maximum demand greater than 4 MW; or (iii) December 31, 2000. For all non-residential Customers first becoming a Customer of Company subsequent to December 31, 2000, Customer's Delivery Services Eligibility Date shall be December 31, 2000. For all residential Customers, May 1, 2002 shall be Customer's Delivery Services Eligibility Date.

Direct Purchase Customer means a Customer that takes electric power and energy from an ARES or from an electric utility other than Company but that does not take service under SC 110 for delivery of such electric power and energy to Customer.

Direct Purchase Customer Determination Date means the later of (i) the date the Customer becomes a Direct Purchase Customer or (ii) the Direct Purchase Customer's Delivery Services Eligibility Date.

Firm means electric power and energy which is not subject to curtailment by Company except to the extent Customers served on Company's Bundled Service Classifications (excluding SC 30, 35 and Rider S of the Company's Electric Service Schedule III. C. C. No. 31 and the interruptible portion of any Contract Rate) are similarly curtailed.

Multi-Year Market Value means that Market Value established by Rider MVI II in the December publication that is fixed for more than one Annual Period for the purpose of calculating Customer's Transition Charge.

NonFirm means electric energy which is subject to interruption or curtailment on the terms specified in Company's SC30, SC35, or Rider S of the Company's Electric Service Schedule Ill. C. C. No. 31 or the interruptible portion of any Contract Rate, as applicable.

Non-Qualifying Self Generation Customer means a Customer receiving electric energy from a Non-Qualifying Self-Generation Facility.

Non-Qualifying Self-Generation Facility means a cogeneration or self-generation facility or facilities located at Customer's premises which do not meet each of criteria (i) through (iv) in Section 16-108(f) of the Public Utilities Act, unless such facility (a) does not serve any other

RIDER TC TRANSITION CHARGE FOR CUSTOMERS

Non-Qualifying Self-Generation Facility (Continued)

Customer and (b) either (i) was installed on behalf of Customer and for Customer's own use prior to January 1, 1997, or (ii) is both predominantly fueled from by-products of Customer's manufacturing process at such premises and sells or offers an average of 300 MW or more of electric power and energy produced from such facilities into the wholesale market.

Off Peak means all hours that are not On Peak, including NERC Holidays.

On Peak means the hours identified in Rider MVI II.

Standby Customer means a Customer taking service from Company to provide temporary backup and maintenance power when Customer's own electric generating facilities are fully or partially inoperative on a planned or unplanned basis or whose BRc component of the Transition Charge calculation in conjunction with Section 4(a) of the tariff herein is based upon Service Classification 22 or Service Classification 30 of the Company's Electric Service Schedule III. C. C. No. 31.

Tariff Rate means the charges for electric service set forth in workpapers to this Rider for the Service Classification under which the Customer took service from Company, or would have taken service from Company had Customer been a customer of Company, during the 12 months preceding the Customer's Delivery Services Eligibility Date. Such charges reflect the base rates in effect on October 1, 1996, adjusted for the elimination of Company's fuel adjustment clause and, for residential customers, the rate reductions which occurred on August 1, 1998 and May 1, 2002.

TC Group means a grouping of Customers for purposes of determination of a Transition Charge as provided in Section 5 of this Rider.

3. Non-Residential Customers for Which Transition Charge Will be Determined by a Customer-Specific Calculation

Company shall calculate the Transition Charge for each applicable Annual Period by a Customer-specific calculation for any non-residential Customer falling into at least one of categories (a) through (c) below, provided, that there exists either (i) data on Customer's usage during the three

years preceding Customer's Delivery Services Eligibility Date, or (ii) if such data does not exist, comparable usage information or sufficient basis in Company's reasonable judgment to develop a three-year usage history for Customer, and provided further, that Customer shall sign a contract with Company specifying the Transition Charges to be paid by Customer. The Transition Charge applicable to each Customer subject to this Rider that is not entitled to a Customer-specific calculation shall be the Transition Charge calculated for the applicable Annual Period for the TC Group established pursuant to Section 5 of this Rider which includes Customer.

- (a) Any Customer with average maximum electrical demand on Company's system during the six months with Customer's highest monthly maximum electrical demands during the three years prior to Customer's Delivery Services Eligibility Date of 100 kW or greater;
- (b) Any Customer served on a special or negotiated rate contract or a contract service contract during the 12 months preceding Customer's Delivery Services Eligibility Date, unless such contract prohibits use of Customer's Contract Rate to calculate Transition Charges; and
- (c) Any Customer served at a Delivery Voltage greater than 600 volts.

4. Determination of Transition Charge

(a) For Customers taking service under SC 110, the Transition Charge applicable to each Customer entitled to a Customer-specific calculation in accordance with Section 3, or to each Customer in a TC Group, for each Annual Period shall be calculated as follows:

 $TCc = (BRc - DSc - MVc - Mc)/Qc \times 100$

Where:

RIDER TC TRANSITION CHARGE FOR CUSTOMERS

TCc = Per kWh Transition Charge, expressed in cents per kWh and rounded to the nearest .001 cents, to be billed for each kWh delivered to Customer, provided, that, if TCc would have been a positive value, had it not been rounded to .000 cents, within 30 days of either (i) the publication of the market values determined pursuant to Rider MVI II resulting in such TCc or (ii) the revision to TCc due to changes in the rates for Transmission Services and Ancillary Services under the applicable OATT, for distribution Delivery Services under SC 110, and changes in mitigation factors in accordance with this Rider, at the written request of such Customer, the Customer's TCc shall be .001 cents, effective on the date the TCc was determined to be zero and will remain in effect until the next calculation of such Customer's TCc, and further provided, that if TCc for such Customer or TC Group as calculated per the above formula is less than zero, then Customer's Transition Charge shall be zero until the next calculation of such Customer's TCc. A Customer with an Anniversary Date beginning September 1, 2003 and until the effective date of this Rider whose TCc would have been a positive value had it not been rounded to .000 cents, may request in writing, within 30 days of the effective date of this Rider, a TCc value of .001 cents that will take effect on the date such written notice is received by the Company and remain in effect until the next calculation of such Customer's TCc. Any Customer with a Customer-specific TCc whose TCc would have been positive if it had not been rounded to .000 cents will be notified in writing by the Company that the Customer has the option to request a TCc of .001 cents.

BRc = The amount of revenue Company would receive from a Customer entitled to a Customer-specific calculation in accordance with Section 3, or from the Customers in a TC Group, if Company were serving such Customer's or Customers' electric power and energy requirements under (i) the Tariff Rate or (ii) the Contract Rate, as applicable, under which the Customer or TC Group was taking service, or would have taken service had the Customer been a Customer of Company, during the 12 months prior to the Customer's Delivery Services Eligibility Date, based on the actual values for the Customer or TC group of the billing determinants used in the Tariff Rate or Contract Rate applicable to such Customer or TC Group during the 36 month period ended 90 days prior to Customer's or Customers' Delivery Service Eligibility Date and on Qc for such Customer or TC Group. For Customer who took service on more than one Tariff Rate or Contract Rate during such 12 month period and is entitled to a customerspecific calculation, BRc shall be a prorated calculation based on the portions of such 12 month period during which Customer took service on each such Tariff Rate or Contract Rate. Any Customer not entitled to a Customer-specific calculation that took service on more than one Tariff Rate during such 12 month period shall be placed in a TC Group associated with the Tariff Rate on which the Customer last took service during such 12-month period.

DSc = The amount of revenue Company would receive from a Customer entitled to a Customer-specific calculation in accordance with Section 3, or from the Customers in a TC Group, if Company were to deliver such Customer's or TC Group's electric power and energy requirements to such Customer or Customers based on the rates for Transmission Services and Ancillary Services under the applicable OATT and for Distribution Delivery Services under SC 110, with DSc calculated as:

$$DSc = Tc + Dc + A1c + A4c + [(A2c + A3c + A5c + A6c) X (1 + LFA)],$$

Where:

Tc = The amount of Transmission Service revenue Company would receive from the Customer or TC Group for transmitting Qc (adjusted for losses to the generation level based on LFA), based on the prices for Network Integration Service in the applicable OATT at the time of the calculation and calculated in accordance with workpapers to this Rider regarding coincident peak determination.

Dc = The amount of Distribution Delivery Services revenue (excluding any Transition Charge revenue) Company would receive for transmitting Qc, based on the rates in SC 110 and the Distribution Delivery Services taken by Customer from Company. Distribution Delivery Services that are self-provided by the Customer or that the Customer obtains from a third party shall not be included in the computation of Dc.

A1c = The amount of revenue received from Customer or TC Group for transmitting Qc, based on Schedule 1, Scheduling, System Control and Dispatch Service, of the applicable OATT. The Company will update A1c in the TCc calculation, if necessary, in conjunction with updates to factor Tc when the prices for Network Integration Service change under the applicable OATT.

A2c = The amount of revenue Company would receive from Customer or TC Group for transmitting Qc, based on Schedule 2, Reactive Supply and Voltage Control from Generation Sources Service, of the applicable OATT.

A3c = The amount of revenue Company would receive from Customer or TC Group for transmitting Qc, based on Schedule 3, Regulation and Frequency Response Service, of the applicable OATT.

A4c = 0.0 cents/kWh

A5c = The amount of revenue Company would receive from Customer or TC Group for transmitting Qc, based on Schedule 5, Operating Reserve - Spinning Reserve Service, of the applicable OATT.

A6c = The amount of revenue Company would receive from Customer or TC Group for transmitting Qc, based on Schedule 6, Operating Reserve - Supplemental Reserve Service, of the applicable OATT.

LFA = The loss factor applicable to Customer or to Customers in the TC Group, based on such Customer's or Customers' Delivery Voltage, as specified in the applicable OATT and SC 110. LFA represents the additional amount of energy that electric power and energy providers must supply in order for a Customer or TC Group to receive one kWh of energy. For purposes of this Rider, all Customers in a TC Group shall be deemed to be served at distribution - secondary Delivery Voltage.

MVc = The market value of monthly demand and Qc for Customer entitled to a Customer-specific calculation in accordance with Section 3, or for the TC Group, during an Annual Period with MVc calculated as:

 $MVc = \Sigma[(Mkt(i) \times Qci) \times (1 + LFA)],$

Where: Σ = The summation of the monthly values of Mkt for the temporal periods. Rider MVI II shall determine the market values per kWh for the temporal periods which are On Peak and Off Peak. For those customers who have elected a Transition Charge with a Multi-Year Market Value pursuant to Section 7 of the tariff herein, the market values per kWh shall represent the Multi-Year Market Values as calculated in Rider MVI II.

In the calculation of MVc the market values per kWh in the On-Peak period or periods shall be adjusted using the adjustment for differences in load profiling required by Section IV.B.2.a.iii of the Commission's Order issued August 25, 1999, in Dockets 99-0120 and 99-0134, which adjustment shall be performed using data for the 12 month period ending on each November 30th.

Mkt(i) = Per kWh market value of electric power and energy for a temporal period for each month, with Mkt calculated as:

 $Mkt(i) = \underbrace{[(FirmP\&E(i) \ X \ FirmQci) + (NonFirmP\&E(i) \ X \ NonFirm \ Qci) + (CDC \ X \ Dmd)]}_{(Firm \ Qci + NonFirm \ Qci)}$

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where:

FirmP&E(i) = Per kWh market value of Firm Energy for the temporal period for each month, adjusted by the Customer's actual historical usage (if available) or TC Group's applicable monthly load profile for each such month in accordance with workpapers to this Rider regarding allocation of usage.

NonFirmP&E(i) = Per kWh market value of NonFirm Energy for the temporal period for each month, adjusted by the Customer's actual historical usage (if available) or TC Group's applicable monthly load profile for each such month in accordance with workpapers to this Rider regarding allocation of usage.

CDC = Per kW value of the Capacity Demand Credit which shall be the value stated in Appendix 2 and, if applicable, Appendix 3 of this Rider with such value applicable only to Firm load. For Customers taking Delivery Services prior to bill cycle one of July 2003 when Rider MVI II becomes applicable, such value of Capacity Demand Credit will not be applied until Customer's next Anniversary Date.

FirmQci = All kWh usage of Customer or TC Group in Qc for the temporal period of each month which is not NonFirmQci.

NonFirmQci = kWh usage of Customer or TC Group in Qc for the temporal period for each month supplied under SC 30, SC 35 or Rider S of the Company's Electric Service Schedule III. C. C. No. 31, or the interruptible portion of a Contract Rate.

Dmd = the Firm monthly demand of Customer entitled to a Customer-specific calculation or of Customer's TC Group for the 36-month period ended 90-days prior to the Delivery Services Eligibility Date for such Customer or Customers. Such Firm monthly demand shall be the monthly Distribution Capacity for Standby Customers and the monthly Maximum Demand for all other Customers less any amount that is NonFirm.

The market values per kWh in each period, after adjustment pursuant to the preceding paragraph, shall be increased by (i) 0.0248 cents per kWh to represent retail marketing costs and uncollectibles costs, and (ii) if market values are determined from Rider MVI II, the applicable per kWh adder calculated per Appendix 4 of this Rider. The Firm and NonFirm per kWh market values applicable to the temporal periods in the Annual Period, showing adjustments in accordance with the preceding sentence, and the Capacity Demand Credit used to establish MVc shall be set forth in a bi-monthly Information Sheet to Appendix 2 of this Rider. Company shall file a revised Information Sheet to Appendix 2 of this Rider with the Commission on or before the fifteenth day of each February, April, June, August, October and December setting forth the market values that will be applicable during the respective Annual Period. To the extent Firm and NonFirm per kWh Multi-Year Market Values are determined pursuant to Rider MVI II, such values, adjusted in accordance with this paragraph, applicable to the temporal periods in the Annual Period and the Capacity Demand Credit used to establish MVc shall be set forth in an annual Information Sheet to Appendix 3 of this Rider. A revised Information Sheet to Appendix 3 of this Rider shall be filed with the Commission on or before the fifteenth day of December. If the fifteenth day of any such filing month referenced in this paragraph falls on a Saturday, Sunday or holiday, such market values shall be made available on the next following Business Day.

Unless otherwise ordered by the Commission, the data shown on an Information Sheet filed in accordance with this paragraph shall become effective as indicated on the Information Sheet and shall remain in effect during the effective Annual Period.

Mc = The mitigation factor dollars for a Customer entitled to a Customer-specific calculation in accordance with Section 3, or for the Customers in a TC Group, where Mc is as follows:

For non-residential Customers, Mc is calculated as the greater of the following values:

Period	Mc Value
Oct. 1, 1999 - Dec. 31, 2002	0.5 ¢ X Qc or .08 X BRc
Jan. 1, 2003 - Dec. 31, 2004	0.5 ¢ X Qc or .10 X BRc
Jan. 1, 2005 - Dec. 31, 2005	0.6 ¢ X Qc or .11 X BRc
Jan. 1, 2006 - Dec. 31, 2006	0.9 ¢ X Qc or .12 X BRc

For residential Customers, Mc is calculated as follows:

Period	Mc Value
May 1, 2002 – Dec. 31, 2002	.06 X BRc
Jan. 1, 2003 – Dec. 31, 2004	.07 X BRc
Jan. 1, 2005 – Dec. 31, 2005	.08 X BRc
Jan. 1, 2006 – Dec. 31, 2006	.10 X BRc

Qc = The actual kWh usage of the Customer entitled to a Customer-specific calculation in accordance with Section 3, or of a TC Group, for the 36-month period ended 90 days prior to the Delivery Services Eligibility Date for such Customer or Customers.

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(b) For a Direct Purchase Customer, the lump-sum amount shall be calculated as the total amount of Transition Charges Customer would pay based on (i) the Transition Charge for the Annual Period which includes Customer's Direct Purchase Customer Determination Date, adjusted as described in this Section 4(b), multiplied by (ii) Customer's kWh usage during the twelve months ended 90 days prior to Customer's Direct Purchase Customer Determination Date (adjusted, if applicable, in accordance with Section 1(d) of this Rider), for the number of years or portions thereof from Customer's Direct Purchase Customer Determination Date to December 31, 2006, provided, that in calculating the lump-sum amount, (X) Factor DSc shall not be included in the calculation of the Transition Charge, and (Y) the value for Mc applicable to each period from the Direct Purchase Determination Date to December 31, 2006 shall be used in calculating the Transition Charge for each such period.

5. Determination of Customer's TC Group

Company shall calculate Transition Charges, in accordance with Section 4(a), for each TC Group set forth in Appendix 1 to this Rider. Any Customer not entitled to a Customer-specific calculation in accordance with Section 3 of this Rider shall be billed the Transition Charge that has been calculated for Customer's TC Group. Customer's TC Group shall be determined based on (i) Customer's former Bundled Service Classification during the 12 months preceding Customer's Delivery Services Eligibility Date, (ii) whether Customer is a space-heat or non-space heat customer, (iii) Customer's annual kWh usage, and (iv) Customer's Type, in accordance with Appendix 1. Transition Charges for each TC Group shall be shown on a bi-monthly Information Sheet to Appendix 1 of this Rider. Company shall file a revised Information Sheet to Appendix 1 of this Rider with the Commission on or before the fifteenth day of each February, April, June, August, October and December setting forth the Transition Charges for each TC Group that will be applicable during the respective Annual Period.

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If the fifteenth day of such month falls on a Saturday, Sunday or holiday, such Transition Charges for each TC Group shall be made available on the next following Business Day. Unless otherwise ordered by the Commission, the data shown on an Information Sheet filed in accordance with this paragraph shall become effective as indicated on the Information Sheet and shall remain in effect during the effective Annual Period, except for revisions to Transition Charges due to changes in the rates for Transmission Services and Ancillary Services under the applicable OATT, for distribution Delivery Services under SC 110, and changes in mitigation factors in accordance with this Rider.

6. Determination of Transition Charges for Annual Periods

On or before the fifteenth day of each February, April, June, August, October and December, Company shall calculate Transition Charges to be applicable during the Annual Period. If the fifteenth day of such month falls on a Saturday, Sunday or holiday, such Transition Charges shall be made available on the next following Business Day. Such Transition Charges shall be calculated in accordance with Section 4(a) of this Rider, but shall be based on (X) the current rates for Transmission Services and Ancillary Services under the applicable OATT and for Distribution Delivery Services under SC 110, (Y) the market values for the Annual Period, determined pursuant to Rider MVI II, filed by Company with the Commission on or before each such fifteenth day, and (Z) the applicable values of Mc. Company shall file with the Commission Information Sheets to Appendix 1 of this Rider on or before each such fifteenth day setting forth the Transition Charges to be applicable for each TC Group for Delivery Services commencing in the next two billing cycle months. The Transition Charges calculated and filed pursuant to this Section shall be applicable to any Customer commencing Delivery Services. Customer's Transition Charge shall be reset on Customer's Anniversary Date, based on the market values and/or Transition Charges on file with the Commission for such Anniversary Date. The first time that a Delivery Services customer elects a Transition Charge with a Multi-Year Market Value established by Rider MVI II in the December publication, as evidenced by their entering into a contract for such Multi-Year Market Value in accordance with Section 7(a) herein, their Anniversary Date

Date of Filing,

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shall be reset to the effective date of the Multi-Year Market Value contract. Except as provided in Section 7 of this Rider and in Rider PPO, each Customer commencing Delivery Services shall be subject to the Transition Charge that is applicable to Customer for such Annual Period.

7. Contract for Market Values in Transition Charges for Periods Greater Than One Year

(a) To the extent that Rider MVI II establishes Multi-Year Market Values, Company will enter into a contract with any Customer purchasing its power and energy requirements from a RES for the term of such contract to use such market values in Customer's Transition Charge. The length of such contract shall be equal to the number of years represented by the Multi-Year Market Value chosen by the Customer; however, in no instance shall the term of such contract extend beyond the end of the Mandatory Transition Period. Any Multi-Year Market Values established by Rider MVI II shall be set forth in a revised Information Sheet to Appendix 3 of this tariff on or before December fifteenth as referenced in Section 4(a) of the tariff herein. In addition, the adder calculated pursuant to Appendix 4 of Rider TC that is applicable for the effective date of the Multi-Year Market Value contract shall be used in the Customer's Transition Charge calculation for the duration of the Multi-Year Market Value contract with the value of this adder included in the Multi-Year Market Value contract as well as stated in the applicable Information Sheet to Appendix 3 of Rider TC. Customers wishing to enter into a Multi-Year Market Value contract, assuming all the requirements for receiving RES supply service have been met, may do so only with a contract with an effective date in either the January or February billing cycle months immediately following the December such values were calculated as specified on the applicable Information Sheet to Appendix 3 of this tariff. Customer's Transition Charge reflecting such Multi-Year Market Values shall be available upon request six Business Days after such Multi-Year Market Values are filed in December in accordance with Section 4(a) of the tariff herein. Customers wishing to enter into a contract for Multi-Year Market Values shall give Company written notice no less than seven Business Days prior to the desired effective date of such Multi-Year Market Value contract. The first time that a Delivery Services Customer elects a Transition Charge with a Multi-Year Market Value, as evidenced by their entering into a contract for such Multi-Year Market Value, their Anniversary Date shall be reset to the effective date of the Multi-Year Market Value contract.

Date of Filing,

RIDER TC TRANSITION CHARGE FOR CUSTOMERS

(b) During the term of any contract entered into pursuant to this Section 7, and notwithstanding any other provisions of SC 110, Rider PPO, Rider PRS, or any Bundled Service Classification, Company shall have no obligation to supply electric power and energy and Customer shall have no right to receive from Company electric power and energy for the electric power and energy requirements placed on Delivery Services by a Customer which has entered into a contract pursuant to this Section 7 for the period covered by such contract, unless such Customer's Retail Electric Supplier ceases to provide power and energy to Customer for any reason at which time the Company will place Customer on Rider ISS.

For Customers Eligible for Delivery Services on 10/1/99 Cents per kWh

Service		Customer Type												
Class	<u>Usage Category</u>	Office	Restaurants	Retail	Grocery Stores	Schools	Lodging	Misc. Commercial	Lighting					
SC 10	Space Heat													
	A. Single Phase													
	1. 0-2,500 kWh	XX.XXX		XX.XXX	XXX.XXXX	XX.XX	XX.XXX	XX.XXX						
	2. 2,501-10,000	X.XXX	X.XXX	X.XXX	x.xxx	X,XXX	X,XXX	XXXX						
	3. 10,001-15,000 kWħ	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX						
	4. Over 15,000 kWh	x.xxx	X.XXX	X.XXX	x.xxx	x.xxx	X.XXX	x.xxx						
	B. Three Phase													
	1. 0-2,500 kWh	XX,XXX	XX.XXX	XXX.XXX		XX,XX		XX,XXX						
	2. 2,501-10,000	x.xxx	x.xxx	X.XXX		X.XXX		X.XXX						
	3. 10,001-15,000 kWh	X.XXX		X.XXX	XXXX			X.XXX						
*	4. Over 15,000 kWh	XXXX.X	XXX.X	XXX.X	x.xxx	x,xxx	X.XXX	x.xxx						
	II. Non-space Heat													
	A. Single Phase													
	1. 0-2,500 kWh	XX.XXX	XX.XXX	XX.XXX	XX.XXX	XX.XX	XX.XXX	XX.XXX						
	2. 2,501-10,000	x.xxx	X.XXX	X.XXX	X.XXX	X,XXX	XXXXX	X.XXX						
	3. 10,001-15,000 kWh	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX						
	4. Over 15,000 kWh	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x,xxx						
	B. Three Phase													
	1. 0-2,500 kWh	XX.XXX	XX.XXX	XX.XXX	XX.XXX	XX.XX	XX.XXX	XX.XXX						
	2. 2,501-10,000	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX						
	3. 10,001-15,000 kWh	X.XXX	X.XXX	X.XXX	XXXX	X.XXX	X.XXX	X-XXX						
	4. Over 15,000 kWh	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	x.xxx						
SC 11	I. Space Heat													
	A. Single Phase													
	1. Under 15,000 kWh	X.XXX	X.XXX	X.XXX		X.XXX	X.XXX	X.XXX						
	2. All others	X.XXX	X.XXX	X.XXX	x.xxx	x,xxx	X.XXX	X.XXX						
	B. Three Phase													
	1. Under 15,000 kWh	x.xxx	X.XXX	XX.XXX	X.XXX	XX.XX	XX.XXX	XXXX						
	2. All others	X.XXX	x.xxx	X.XXX	X.XXX	X.XXX	XXXXX	x.xxx						
	II. Non-space Heat													
	A. Single Phase													
	1. Under 15,000 kWh	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	X.XXX						
	2. All others	X.XXX	X.XXX	X.XXX	X,XXX	X.XXX	X.XXX	x.xxx						
	B. Three Phase													
	1. Under 15,000 kWh	x.xxx	X.XXX	X.XXX	X.XXX	XX.XX	X.XXX	X.XXX						
	All others	X.XXX	X.XXX	X.XXX	X.XXX	XXXX.X	X.XXX	X.XXX						

OT 19bis Appendix 1 — 1 Groups

For Customers Eligible for Delivery Services on 10/1/99 Cents per kWh

					KANP	···			
Salidai I	Inimumano on Marion		eqyT Tem	Grocery Stores	Retail	Restaurants	⊕nitO	Usage Category	Service
	Misc, Commercial xx.xxx	มร์กกร ว	MANIBO	201000 1100010				I, Usage Under 15,000 kWh	2C 45
	xxxxx							II. Usage Over 15,000 kWh	
XXX'X								I. Controlled Use	SC 13
	xxx-x							II. Non-controlled use	
								1. Space Heat A. Single Phase	2C 14
		х	XX.X					A. Single Phase	
			XXX					2. Over 15,000 kWh	
								B. Three Phase	
			∀/N					1 0-12'000 KMP	
			XXXX					S. Over 15,000 kWh	
			•					II. Non-space Heat	
	•							A. Single Phase	
		x	XX.X					1' 0-12'000 KMP	
		×	xx.x					S. Over 15,000 kWh	
								B. Three Phase	
		х	OCX.X					1. 0-15,000 KWh	
		x	OXX.X					S' OAGL 12'000 KANP	
								l. Space Heat	SC 15
								essity elgnigA	
	XXX.X							\$ 1E 001110 000 NAP	
	XXX'X							3 Over110,000 kWh	
	∀/N								
								B. Three Phase	
	XXX.X							1. 0-15,000 kWh	
	XXX.X							2. 15,001-110,000 KWh 3. Over 110,000	
-	xxx.x								
								II. Non-space Heat	
								A. Single Phase 1, 0-15,000 kWh	
	XXX.X							2. 15,001-110,000 KWh	
	XXX.X							3. Over 110,000	
								20040 00041	
								B. Three Phase	
	XXX.X XXX.X							5' 12'001-110'000 KMP 1' 0-12'000 KMP	

For Customers Eligible for Delivery Services on 10/1/99 Cents per kWh

Service		Customer Type												
Class	Usage Category	Office	Restaurants	Retail	Grocery Stores	Schools	Lodging	Misc. Commercial	Lighting					
SC 41	I. Single Phase													
	1. 0-2,500 kWh							X.XXX						
	2. 2,501-15,000							X.XXX						
	3. 15,001-25,000							X.XXX						
	4. Over 25,000							X.XXX						
	II. Three Phase													
	1. 0-2,500 kWh							x.xxx						
	2. 2,501-15,000							X.XXX						
	3. 15,001-25,000							X.XXX						
	4. Over 25,000							X.XXX						
SC 42	I. Single Phase													
	1. 0-2,500 kWh							xx.xxx						
	2. 2,501-6,000							X,XXX						
	3. 6,001-15,000							X.XXX						
	4. 15,001-35,000							X,XXX						
	5. Over 35,000							X.XXX						
	If. Three Phase													
	1. 0-2,500 kWh							x.xxx						
	2. 2,501-6,000							X.XXX						
	3. 6,001-15,000							X.XXX						
	4. 15,001-35,000							X.XXX						
	5. Over 35,000							x.xxx						
SC 39	Outdoor Area Lighting (non-residential)								x.xx					
SC 45	Municipal Street Lighting Service								x.xx					

For Customers Eligible for Delivery Services on 1/1/01 Cents per kWh

Service		Customer Type												
Class	Usage Category	Office	Restaurants	<u>Retail</u>	Grocery Stores	Schools	Lodging	Misc. Commercial	Lighting					
SC 10	I. Space Heat													
	A. Single Phase													
	1. 0-2,500 kWh	XX.XX	XX.XXX	XX.XXX		XX.XXX	XX.XX	XX.XX						
	2. 2,501-10,000	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx						
	3. 10,001-15,000 kWh	X.XXX	X.XXX	X.XXX	XXXX	X.XXX	X.XXX	x.xxx						
	4. Over 15,000 kWh	x.xxx	XXXX	X.XXX	x.xxx	X.XXX	x.xxx	x.xxx						
	B. Three Phase													
	1. 0-2,500 kWh	XX.XX	XX.XXX	XX.XXX	XX.XXX	XX.XXX	XXX,XXX	XX.XXX						
	2. 2,501-10,000	X.XXX	X.XXX	X.XXX	X.XXX			X.XXX						
	3. 10,001-15,000 kWh	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX		X,XXX						
	4. Over 15,000 kWh	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	x.xxx						
	II. Non-space Heat													
	A. Single Phase													
	1. 0-2,500 kWh	XX.XXX	XXX.XXX	XX.XXX	XX.XXX	XX.XXX	XX.XXX	XX.XXX						
	2. 2,501-10,000	X.XXX	x.xxx	X.XXX	x.xxx	X.XXX	X.XXX	x.xxx						
	3. 10,001-15,000 kWh	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x,xxx						
	4. Over 15,000 kWh	X,XXX	X.XXX	X.XXX	x.xxx	X.XXX	x.xxx	x.xxx						
	B. Three Phase													
	1. 0-2,500 kWh	XX.XXX	XX.XXX	XX.XXX	XXX.XXX	XX.XXX	XX.XX	XXX.XXX						
	2. 2,501-10,000	X.XXX	XXXX	X.XXX	x.xxx	X.XXX	X.XXX	X.XXX						
	3. 10,001-15,000 kWh	X.XXX	X.XXX	X,XXX	X.XXX	X.XXX	XXXX.X	X.XXX						
	4. Over 15,000 kWh	x.xxx	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	x.xxx						
SC 11	I. Space Heat													
	A. Single Phase													
	 Under 15,000 kWh 	X.XXX		X,XXX		x.xxx	XXXXX	x.xxx						
	2. All others	x.xxx	X.XXX	X.XXX	x.xxx	XXXX.X	X.XXX	x.xxx						
	B. Three Phase													
	 Under 15,000 kWh 	X.XXX	X.XXX	X.XXX	x.xxx			x.xxx						
	2. All others	x.xxx	X.XXX	X.XXX	x.xxx	X.XXX	x.xxx	x.xxx						
	II. Non-space Heat													
	Single Phase													
	1. Under 15,000 kWh	X.XXX	x.xxx	X.XXX	x.xxx	x.xxx	X.XXX	x.xxx						
	2. All others	x.xxx	x.xxx	X.XXX	x.xxx	X.XXX	x.xxx	x.xxx						
	B. Three Phase													
	 Under 15,000 kWh 	x.xxx	X.XXX	X.XXX	x.xxx	XX.XXX	XX.XX	x.xxx						
	2. All others		X.XXX											

For Customers Eligible for Delivery Services on 1/1/01 Cents per kWh

Service					Custo	mer Type			
Class	Usage Category	Office	Restaurants	Retail	Grocery Stores	Schools	Lodging	Misc. Commercial	Lighting
SC 12	I, Usage Under 15,000 kWh							XX.XXX	:
	II. Usage Over 15,000 kWh							x.xxx	
SC 13	I. Controlled Use								x.xxx
	If. Non-controlled use							x.xxx	
SC 14	I. Space Heat								
	A. Single Phase								
	1. 0-15,000 kWh					X.XXX			
	2. Over 15,000 kWh					X.XXX			
	B. Three Phase								
	1. 0-15,000 kWh					N/A			
	2. Over 15,000 kWh					X.XXX			
	II. Non-space Heat								
	A. Single Phase								
	1. 0-15,000 kWh					X.XXX			
	2. Over 15,000 kWh					X.XXX			
	B. Three Phase								
	1. 0-15,000 kWh					X.XXX			
	2. Over 15,000 kWh					X.XXX			
SC 15	I. Space Heat								
	A. Single Phase								
	1. 0-15,000 kWh							XXXX	
	2. 15,001-110,000 kWh							XXX,X	
	3 Over 110,000							N/A	
	B. Three Phase								
	1. 0-15,000 kWh							XXX.X	
	2. 15,001-110,000 kWh							x.xxx	
	3. Over 110,000							X.XXX	
	II. Non-space Heat								
	A. Single Phase								
	1. 0-15,000 kWh							x.xxx	
	2. 15,001-110,000 kWh							x.xxx	
	3. Over 110,000							x.xxx	
	B. Three Phase								
	1. 0-15,000 kWh							X.XXX	
	2. 15,001-110,000 kWh							XXXX	
	3. Over 110,000							X.XXX	

For Customers Eligible for Delivery Services on 1/1/01 Cents per kWh

Service		Customer Type												
Class	Usage Category	Office	Restaurants	Retail	Grocery Stores	<u>Schools</u>	Lodging	Misc. Commercial	Lighting					
SC 41	I. Single Phase													
	1. 0-2,500 kWh							X.XXX						
	2. 2,501-15,000							X.XXX						
	3. 15,001-25,000							X.XXX						
	4. Over 25,000							X.XXX						
	II. Three Phase													
	1. 0-2,500 kWh							x.xxx						
	2. 2,501-15,000							x.xxx						
	3. 15,001-25,000							X.XXX						
	4. Over 25,000							x.xxx						
SC 42	I. Single Phase													
	1. 0-2,500 kWh							xx.xxx						
	2. 2,501-6,000							х.хх						
	3. 6,001-15,000							x.xxx						
	4. 15,001-35,000							X.XXX						
	5. Over 35,000							X.XXX						
	II. Three Phase													
	1. 0-2,500 kWh							x.xxx						
	2. 2,501-6,000							x.xxx						
	3. 6,001-15,000							X.XXX						
	4. 15,001-35,000							x.xxx						
	5. Over 35,000							x.xxx						
SC 39	Outdoor Area Lighting (non-residential)								×.					
SC 45	Municipal Street Lighting Service								X.					

For Customers Eligible for Delivery Services on 5/1/02 Cents per kWh

Service			Customer Time	
Class	Usage Category	Residential	Customer Type Lighting	
SC 2	I. Space Heat	- topicontain	maji rarigi	
	A. Single Phase			
	1. 0-7,500 kWh	X.XXX		
	2. 7,501-15,000 kWh	X.XXX		
	3. Over 15,000 kWh	X.XXX		
	,	21		
	B. Three Phase			
	1. 0-7,500 kWh	x.xxx		
	2. 7,501-15,000 kWh	x.xxx		
	Over 15,000 kWh	X.XXX		
	II. Non-space Heat			
	A. Single Phase			
	1. 0-7,500 kWh	x.xxx		
	2. 7,501-15,000 kWh	X.XXX		
	3. Over 15,000 kWh	X.XXX		
	B. Three Phase			
	1. 0-7,500 kWh	, x.xxx		
	2. 7,501-15,000 kWh	. x.xxx		
	3. Over 15,000 kWh	X.XXX		
SC 3	I. Space Heat			
	A. Single Phase	•		
	1. 0-25,000 kWh	x.xxx		
	Over 25,000 kWh	X.XXX		
	B. Three Phase			
	1. 0-25,000 kWh	x.xxx		
	2. Over 25,000 kWh	X.XXX		
	II. Non-space Heat			
	A. Single Phase	_		
	1. 0-25,000 kWh	x.xxx		
	2. Over 25,000 kWh	X.XXX		
	B. Three Phase			
	1. 0-25,000 kWh	X.XXX		
	Over 25,000 kWh	X.XXX		
SC 39	Outdoor Area Lighting (residential)	x.xxx	

March:

Rider TC - Page 1 of 1 Appendix 2: Market Values

Step 1

<u>Firm Prices</u> *Energy - (Cents/kWh)

								,									
								Pe	ak								
Month	Hr 6	Hr7	Hr 8	Нг 9	Hr 10	Hr 11	Hr 12	Hr 13	Нг 14	Hr 15	Hr 16	Hr 17	Hr 18	Hr 19	Hr 20	Hr 21	Off-Peak
January	<u>x.</u> xxx	x.xxx	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	x.xxx	X.XXX	x.xxxl	x.xxx			
February	x.xxx	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX		X.XXX	X.XXX	X.XX
March	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	x.xxx	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX			X.XXX	X.XXX	X.XXX	X.XX
April	X.xxx	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX			X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XX
May	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX		X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX
June	X.XXX	x.xxx	x.xxx	X.XXX	X.XXX	X.XXX	X.XXX		X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX
July	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX		X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	X,XXX	X.XXX
August	X.XXX	X.XXX	X.XXX	X.XXX	\rightarrow		X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX
September		X.XXX	X.XXX		X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX
October				X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX
November	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	x.xxx	X.XXX	X.XXX	X.XXX
	X,XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX
December	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	XXXXX	x.xxx	x.xxx	X.XXX	x.xxx	X.XXX
*	Capacity January: February:	;	Credit: \$0.375/kW \$0.375/kW	Ι,	\$12.00 /k April: M ay:	;	pplied mo \$0.375/kV	٧	the fallow July: August:		ier \$3.00/kW \$3.00/kW	<u> </u>	October:		\$0.375/kV	√	

\$1.50/kW

August: September:

\$1.50/kW

December:

\$0.375/kW \$0.375/kW

Non-Firm Prices
*Energy - (Cents/k\\/h)

								Pea	ak								
Month	Hr 6	Нг7	Hr 8	Hr 9	Hr 10	Hr 11	Hr 12	Hr 13	Hr 14	Нг 15	Hr 16	Hr 17	Hr 18	Нг 19	Hr 20	Hr 21	Off-Peak
January	X'XXX	x.xxx	X.XX														
February	X.XXX																
March	X.XXX	X.XX															
April	X.XXX					X.XXX	X.XXX										
May	X.xxx	X.XX															
June	X.XXX			X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XX								
July	X.XXX		X.XXX	X.XX													
August	X.XXX		X.XXX	X.XX													
September	X.XXX	X.XXX	X.XXX	X.XXX				X.XXX	x.xx								
October	X.XXX	X,XX															
November	X.XXX				X.XXX	X.XX											
December		X.XXX															
December	X.XXX	XXXXX	X.XXX	XXXX	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX								

Step 2 Multiply the values in Step 1 by an amount equal to (1 + LFA).

\$0.375/KW

June:

- Step 3 Add to the energy prices from Step 2 an amount equal to 0.0248 cents per kWh to represent retail marketing costs and uncollectible costs.
- Step 4 If the market values are determined from Rider MVI, add to the energy prices from Step 3 an amount equal to 0.061 cents per kWh to reflect the adjustment set forth in the Commission's order in Docket Nos. 00-0259, 00-0395, and 00-0461 (Consolidated).
- Step 5 If the market values are determined from Rider MVI II, add to the energy prices from Step 3 an amount equal to x.xxx cents per kWh calculated per Appendix 4 of Rider TC.

Rider TC - Page 1 of 2 Appendix 3: Multi -Year Market Values

For Customers entering into a 2 year Multi-Year Market Value Contract

Step 1

Firm Prices Energy - (Cents/kWh)

								icigy - (CELICATOR	n ij							
								Pe	ak								
Month	Hr 6	Hr 7	Hr 8	Hr 9	Hr 10	Hr 11	Hr 12	Hr 13	Hr 14	Hr 15	Hr 16	Hr 17	Hr 18	Hr 19	Hr 20	Hr 21	Off-Peak
January	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX
February	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	X.XXX
March	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X,XXX	X.XXX	x.xxx	X,XXX	x.xxx	X.XXX
April	X.XXX	XXXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX
May	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X,XXX	X.XXX	X.XXX	x.xxx	x.xxx	X.XXX	x.xxx	X.XXX
June	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X,XXX	X.XXX	'X.XXX
July	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X,XXX	x.xxx	x.xxx	x.xxx	X.XXX	X.XXX
August	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	x.xxx	X.XXX	X.XXX
September	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X,XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	X.XXX
October	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	х,хох	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX
November	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	x,xxx	X.XXX	X.XXX
December	X.XXX	X.XXX	X.XXX	X,XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX		x.xxx	
	Capacity	/ Deman	d Credit:	;	\$12.00 /	⟨W year a	applied m	onthiv in	the follo	wina mar	ner						
	January:		\$0.375/k		April:	-	\$0.375/k	-	July:	•	\$3.00/kV	i	October:		\$0.375/k ¹	W	
	February	:	\$0.375/k		May:		\$0.375/k	W	August:		\$3.00/kV		Novembe		\$0.375/k		
	March:		\$0.375/K		June:		\$1.50/kV		Septemb	er:	\$1.50/kV		Decembe		\$0.375/k		

Non-Firm Prices Energy - (Cents/kWh)

								Pe	ak								
Month	Hr 6	Hr 7	Hr 8	Hr 9	Hr 10	Hr 11	Hr 12	<u>Нг</u> 13	Hr 14	Hr 15	Нг 16	Нг 17	Hr 18	Hr 19	Hr 20	Hr 21	Off-Peak
January	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X,XXX	x.xxx	X.XXX	X.XXX	X.XX
February	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X,XXX	x.xxx	X.XXX	X.XXX	X.XX
March	x.xxx	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X,XXX	x.xxx	X.XXX	X.XXX	X.XXX	x.xx
Аргіі	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	X.XX
May	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	x.xxx	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	x.xxx	X.XXX	x.xxx	x.xx
June	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	x.xxx	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	x.xx
July	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	x.xxx	X.XXX	X.XXX	x.xxx	X.XXX	x.xxx	х.хх
August	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	x.xxx	x.xxx	X.XXX	X.XXX	x.xxx	x.xx
September	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	XXX,X	X.XXX	X.XXX	x,xxx	X.XXX	X.XX						
October	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	XXXX,X	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	x.xxx	X.XXX	X.XX
November	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	X.XXX	x.xxx	x.xxx	x.xx
December	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	X.XXX	x.xxx	x.xx

- Step 2 Multiply the values in Step 1 by an amount equal to (1 + LFA).
- Step 3 Add to the energy prices from Step 2 an amount equal to 0.0248 cents per kWh to represent retail marketing costs and uncollectible costs.
- Step 4 If the market values are determined from Rider MVI II, add to the energy prices from Step 3 an amount equal to x.xxx cents per kWh calculated per Appendix 4 of Rider TC.

Rider TC - Page 2 of 2 Appendix 3: Multi -Year Market Values For Customers entering into a 3 year Multi-Year Market Value Contract

Step 1

Firm Prices
Energy - (Cents/kWh)

								10.9) (OCH ICANA	••••							
Peak																	
Month	Hr 6	Hr 7	Hr 8	Hr 9	Hr 10	Hr 11	Hr 12	Hr 13	Hr 14	Hr 15	Hr 16	Hr 17	Hr 18	Hr 19	Hr 20	Hr 21	Off-Peak
January	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx
February	XXXX	X.XXX	X,XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X,XXX	X.XXX	X.XXX	X.XXX	X.XXX
March	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	X.XXX	X,XXX	X.XXX
April	x.xxx	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x,xxx	X.XXX
May	x.xxx	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX
June	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX
July	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	x.xxx	X.XXX	X,XXX
August	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	X.XXX	X.XXX	X.XXX
September	X.XXX	x.xxx	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	x.xxx	X.XXX	x.xxx	x.xxx	x.xxx	X.XXX	X.XXX	X.XXX
October	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	x.xxx	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX
November	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	x.xxx	x.xxx	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX
December	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	X.XXX	x.xxx	X.XXX	x.xxx	x.xxx		x.xxx	x.xxx	X.XXX	x.xxx	X.XXX	X.XXX
	Capacity Demand Credit: \$12.00 /kW year applied monthly in the following manner																
	January: \$0,375/kW		April:	April: \$0.375/kW		W	July:		\$3,00/kW		October:		\$0.375/k\				
	February:	:	\$0.375/k	W	May:		\$0.375/k	W August:			\$3.00/kV\	1	Novembe		\$0.375/k\		
	March:		\$0.375/K	W	June:		\$1.50/kV	s	Septemb	er:	\$1.50/k\/\	i	Decembe		\$0.375/k\		

Non-Firm Prices
Energy - (Cents/kWh)

								Pe	ak								
Month	Hr 6	Hr 7	Hr 8	Hr 9	Hr 10	Нг 11	Hr 12	Hr 13	Hr 14	Hr 15	Hr 16	Hr 17	Нг 18	Hr 19	Hr 20	Hr 21	Off-Peak
January	X.XXX	X.X															
February	X.XXX	х.х															
March ,	x.xxx	XXXX	X.XXX	x.xxx	x.xxx	X.XXX	X.XXX	X.XX									
April	X.XXX	X,XXX	X.XXX	X.XX													
May	X.XXX	X.XX															
June	X.XXX	x,xxx	x.xxx	X.XXX	X.XXX	x.xxx	X.XX										
July	X.XXX	х.хх															
August	X.XXX	X.XX															
September	X.XXX	X.XX															
October	X.XXX	X.XX															
November	X.XXX	X,XXX	x.xxx	X.XX													
December	X.XXX		X.XXX	X.XXX	X.XXX	X.XX											

- Step 2 Multiply the values in Step 1 by an amount equal to (1 + LFA).
- Step 3 Add to the energy prices from Step 2 an amount equal to 0.0248 cents per kWh to represent retail marketing costs and uncollectible costs.
- Step 4 If the market values are determined from Rider MVI II, add to the energy prices from Step 3 an amount equal to x.xxx cents per kWh calculated per Appendix 4 of Rider TC.

Rider TC Appendix 4 – Adder Calculation Methodology

A per kWh adder is included in the MVc component of the TC calculation in Section 4(a) of Rider TC when market values are determined from Rider MVI II. This adder shall never be less than 0.000 cents per kWh and shall never be greater than 1.00 cent per kWh and a calculation, which is outlined below, shall be performed on a bi-monthly basis to determine if this adder shall be adjusted upward or downward. These adjustments shall be in 0.100 cent per kWh increments with the following two exceptions: (1) should the adder prior to an otherwise applicable increase be equal to 0.950 cents per kWh, the upward increment shall be 0.05 cents per kWh; and (2) should the adder prior to an otherwise applicable decrease be equal to 0.05 cents per kWh, the downward increment shall be 0.05 cents per kWh. Upon the commencement of Rider MVI II on bill cycle one of July 2003, this adder shall be set at 0.350 cents per kWh.

Calculation of Adder

Switching activity occurring in Illinois Power's service area shall determine whether the adder increases, stays the same, or decreases during a given bi-monthly Rider MVI II publication period. Switching activity shall be defined as the total annual kWh either switching to or staying on RES supply in the current publication period, as compared to the total annual kWh either switching to or staying on RES supply, switching to or staying on Rider PPO supply or switching to utility Bundled Service in the same publication period as defined below:

- a) Annual kWh switching to RES Supply, either from Bundled Service or Rider PPO.
- b) Annual kWh whose Anniversary Date was within the publication period staying with RES Supply.
- c) Annual kWh switching to Rider PPO supply, either from Bundled Service or RES Supply.
- d) Annual kWh whose Anniversary Date was within the publication period staying with Rider PPO supply.
- e) Annual kWh whose Anniversary Date was within the publication period switching to Bundled Service, either from Rider PPO or RES Supply.

Rider TC Appendix 4 – Adder Calculation Methodology

Calculation of Adder (Continued)

- (i) If the total kWh of (a) and (b) above is less than 33% of the total kWh of (a) through (e) then the adder for the next publication period possible after the measurement period will increase 0.100 cents per kWh.
- (ii) If the total kWh of (a) and (b) is equal to or more than 33%, but equal to or less than 66% of the total kWh of (a) through (e) then the adder for the next publication period possible after the measurement period will remain the same.
- (iii) If the total kWh of (a) and (b) is more than 66% of the total kWh of (a) through (e) then the adder for the next publication period possible after the measurement period will decrease 0.100 cents per kWh.

Conditions Governing an Increase in the Adder

There are certain conditions where an otherwise upward movement in the adder may be eliminated. However, under the same conditions any downward movement in the adder shall remain.

1. The following RES suppliers shall be registered to serve power and energy to non-residential customers in Illinois Power's service territory as long as that supplier remains in the business of serving power and energy in Illinois: AmerenEnergy Marketing, Central Illinois Light Company, Constellation NewEnergy, Inc., MidAmerican Energy Company, Nicor Energy, LLC and Peoples Energy Services Corp. A RES supplier, or its successor company, will be considered to no longer be in the business of serving power and energy in Illinois if 1) it is no longer certified with the Illinois Commerce Commission to serve power and energy in any service territory in the State of Illinois or 2) its affidavit filing to Illinois Power states that the RES supplier is no longer in the business of serving power and energy in Illinois. In any period, if any of the RES suppliers listed above fails to remain registered under the conditions set forth above, that RES supplier shall submit an affidavit to Illinois Power that it is no longer in the business of serving power and energy in Illinois Power's service territory. Illinois Power may use this information and, if at its sole discretion, determines that such information should result in the elimination of any upward movement of any otherwise applicable ratchet Illinois Power may file an amended Appendix 4 of Rider TC which includes an offsetting decrease in the next available market value calculation. Any decrease in the adder as approved by the ICC shall be made applicable in the next market value calculation subsequent to the Commission order on such filing.

Rider TC Appendix 4 – Adder Calculation Methodology

Conditions Governing an Increase in the Adder (Continued)

- 2. Each of the individual RES suppliers listed above shall be required to demonstrate through an affidavit executed by an executive officer of that RES supplier, to Illinois Power, of specific marketing activity to Customers in Illinois Power's service territory. In any period(s) in which Illinois Power shall determine in its sole opinion that sufficient overall marketing activity did not occur on behalf of the RES, Illinois Power may file an amended Appendix 4 of Rider TC which includes an offsetting decrease in the next available market value calculation. Any decrease in the adder as approved by the ICC shall be made applicable in the next market value calculation subsequent to the Commission order on such filing.
- 3. If any individual RES supplier fails to comply with the required filing of an affidavit, Illinois Power may file an amended Appendix 4 of Rider TC which includes an offsetting decrease in the next available market value calculation. Any decrease in the adder as approved by the ICC shall be made applicable in the next market value calculation subsequent to the Commission order on such filing.
- 4. A significant rise in the market price of power and energy would render the Company's Bundled Service to be below market and eliminate the opportunity for RES to make competitive offers or expect reasonable customers to switch to a higher priced market offering. It would be inappropriate to have the adder continue to increase during such periods, as the lack of switching activity would not be based on any real or perceived inaccuracy in the market value energy component. As such, if in any period, the around-the-clock, base MVI II value (which is the value determined prior to the application of basis adjustments, price-shaping adjustments or any applicable adders specified within Riders MVI II or TC) reaches \$40/MWh, any incremental upward movement of the adder for that period shall be eliminated.

Applicable to Service Classification 110, RES, PPO, ISS and PRS

PURPOSE

The purpose of this Rider is to specify fees and charges applicable to services offered under various tariffs in Schedule Ill. C. C. No. 36 not specified elsewhere.

FEES AND CHARGES

Registration Fee - A RES or MSP that is either making their initial registration with Company, or was formerly registered with Company but has been on inactive status for at least 12 months shall be required to pay a registration fee as follows:

Registration Fee:

\$20.00

DASR Submission Fee - A RES, CSM or MSP that is submitting a DASR shall be required to pay a DASR submission fee as follows:

DASR Submittal Fee:

\$6.00 per submittal

Company will bill the CSM or Customer's RES an additional charge for each Enrollment DASR submitted for Customer requesting Off-Cycle Switching. The applicable charge will be based on the DASR submittal method chosen and whether the Customer has Interval Metering. Company will bill Customer the applicable charge for using Off-Cycle Switching to return to Bundled Service or to initiate service under Riders PPO or PRS.

EDI submitted DASR for non-interval metered customer	\$10.00
EDI submitted DASR for interval metered customer	\$30.00
DASR submitted by non-interval metered customer	\$17.00
DASR submitted by interval metered customer	\$37.00

Administrative Fees - When Customer terminates Metering Services from a MSP, Company will bill Customer an Administration Fee of \$6.00 per meter for which Metering Service has been terminated on Customer's first monthly bill following Customer's Termination Date.

Applicable to Service Classification 110, RES, PPO, ISS and PRS

When Customer terminates Delivery Services, Company will bill Customer an Administration Fee of \$6.00 per service classification on Customer's first monthly bill following the start of Bundled Service.

Final Company Furnished Meter Reading Charges - If the Activation Date is not Customer's regularly scheduled meter reading date and the MSP is unable to gain access, or is otherwise unable, to read the face of the meter to obtain data necessary for billing the Customer, the Company will charge the MSP the Company's cost to read the meter.

The Company will base its charges on the following unit costs, depending on (i) whether the Company must send a meter changer or a polyphase meter technician to read Customer's meter and (ii) whether Customer's meter can be read visually or must be read electronically:

Travel Charges

- Travel and administrative cost per trip by meter changer to Customer's Premise \$28.46

- Travel and administrative cost per trip by polyphase meter technician to Customer's Premise \$37.45

Meter Reading Charges

On-site reading performed by meter changer, per meter

a) visual read \$ 4.07

b) electronic read (read and upload data) \$ 8.13

On-site reading performed by polyphase meter technician, per meter

a) visual read \$ 5.35

b) electronic read (read and upload data) \$10.70

Applicable to Service Classification 110, RES, PPO, ISS and PRS

Meter Removal Charges

- (1) If a Customer taking Metering from the Company chooses to switch to Metering Service from an MSP, the MSP must remove the Company's metering equipment from Customer's Premises except when the Company must remove its metering equipment because:
 - (a) The Company's metering equipment is located within the Company's substation;
 - (b) The MSP cannot obtain readings from the face of the Company's metering equipment; or
 - (c) In the Company's judgment, removal of the equipment by MSP may result in unusual risk to safety, service reliability, or data integrity.

The Company will charge MSP based on the Company's unit costs for final Company meter readings as set forth above.

(2) If an MSP fails to arrive as scheduled to meet with the Company's representatives at a Customer's Premises where both MSP and the Company are to be present at a meter removal, meter exchange, meter installation, or other work, the Company will charge MSP the travel charges set forth above.

Other Meter Charges

The Company will base charges for services and facilities not otherwise stated in this Section on actual costs the Company incurs, using the Company's applicable internal labor rates and loadings, plus the cost of any facilities provided.

d/b/a AmerenIP

RIDER 1 - MISCELLANEOUS FEES AND CHARGES

Applicable to Service Classification 110, RES, PPO, ISS and PRS

Single Bill Option Credit ("SBO")

- (a) If Customer does not take gas distribution service from the Company, the Company will apply a credit of \$0.213 for each account or group of accounts for which Customer receives SBO. However, if Customer's RES has signed a written contract accepting responsibility for payment of Company's electric charges billed to an electric Customer, the Company will apply a credit of \$0.439 for each residential account or group of accounts, and \$1.133 per billing period for each non-residential account or group of accounts.
- (b) If Customer takes gas distribution service from the Company, and Customer's RES has signed a written contract accepting responsibility for payment of the Company's electric charges billed to Customer, the Company will apply a credit of \$0.226 per billing period for each residential account or group of accounts, and \$0.920 per billing period for each non-residential account or group of accounts.
- These credits do not apply to Customers ineligible for the credit under the (c) provisions of Section 5 of Rider ISS.

TERMS AND CONDITIONS

Service under this tariff may also be subject to Municipal Tax Additions and other provisions as may be applicable pursuant to Electric Delivery Service Schedule III. C. C. No. 36.

TERMS OF PAYMENT

Customer bills for service under this tariff shall be rendered and payments due in accordance with the Payment of Bills provision of the Delivery Services Customer Terms and Conditions Tariff.

Applicable to Service Classification 110, RES, PPO, ISS and PRS

Single Bill Option Credit ("SBO")

- (a) If Customer does not take gas distribution service from the Company, the Company will apply a credit of \$0.213 for each account or group of accounts for which Customer receives SBO. However, if Customer's RES has signed a written contract accepting responsibility for payment of Company's electric charges billed to an electric Customer, the Company will apply a credit of \$0.439 for each residential account or group of accounts, and \$1.133 per billing period for each non-residential account or group of accounts.
- (b) If Customer takes gas distribution service from the Company, and Customer's RES has signed a written contract accepting responsibility for payment of the Company's electric charges billed to Customer, the Company will apply a credit of \$0.226 per billing period for each residential account or group of accounts, and \$0.920 per billing period for each non-residential account or group of accounts.
- (c) These credits do not apply to Customers ineligible for the credit under the provisions of Section 5 of Rider ISS.

TERMS AND CONDITIONS

Service under this tariff may also be subject to Municipal Tax Additions and other provisions as may be applicable pursuant to Electric Delivery Service Schedule III. C. C. No. 36.

TERMS OF PAYMENT

Customer bills for service under this tariff shall be rendered and payments due in accordance with the Payment of Bills provision of the Delivery Services Customer Terms and Conditions Tariff.

ILLINOIS POWER COMPANY d/b/a AmerenIP Electric Delivery Service Schedule Ill. C. C. No. 36

Ill. C. C. No. 36 Original Sheet No. 15

FOR FUTURE USE

RIDER PPO POWER PURCHASE OPTION SERVICE

1. Nature of Service

Company will provide electric energy under this Rider to any eligible non-residential Customer taking, or that has satisfied all prerequisites to take, Delivery Services under SC 110, up to the amount of electric energy delivered by Company to Customer pursuant to SC 110, at a price or prices equal to the market values of electric power and energy for an Annual Period shown in Appendix 2 to Rider TC, and used to calculate Customer's Transition Charge in accordance with Rider TC.

2. Availability

Service under this Rider is available to any non-residential Customer taking Delivery Services from Company under SC 110 subject to the following conditions:

- a. That Customer shall have given Company at least 30 days' written notice of Customer's request for service under this Rider. Notwithstanding, Company will accept written notice up to two Business Days after Company's market values are published pursuant to Section 4(c) of Rider MVI II, for Bundled Service Customers wanting to begin, or PPO Customers wanting to renew, PPO Service on their next scheduled meter read occurring (i) less than 30 days after the publication of Company's market values and (ii) after the effective date of the market values. In any event, the written notice shall specify the date upon which PPO Service will begin.
- b. That prior to receiving service under this Rider Customer shall have entered into a PPO Contract with Company of one year's duration for service under this Rider. If Customer is subject to Section 8 of this Rider, Customer's PPO Contract shall separately state Customer's Firm PPO Capacity and Customer's NonFirm PPO Capacity, if any.
- c. That electric energy purchased by Customer under this Rider must be delivered by Company to Customer pursuant to SC 110.

RIDER PPO POWER PURCHASE OPTION SERVICE

- d. That Customer's PPO Contract shall specify a PPO Capacity such that the total of (i) Customer's PPO Capacity under such PPO Contract plus (ii) Customer's PPO Capacities under any other PPO Contracts entered into by Customer and still in effect plus (iii) the portion of Customer's Distribution Capacity allocated to Delivery Services under that is in excess of Customer's PPO Capacities under its PPO Contracts plus (iv) Customer's capacity under Rider PRS shall not exceed Customer's Distribution Capacity as of the date service to Customer under this Rider pursuant to such PPO Contract commences. Provided, however, that the PPO Capacity for a Customer taking all of its electric energy requirements under a single Firm PPO Contract shall be equal to that Customer's Distribution Capacity at all times.
- e. That the amount of PPO Energy supplied by Company to Customer (and any Assignee) under this Rider in any hour shall not exceed the amount of energy delivered by Company to Customer during such hour under SC 110.
- f. That Customer (and any Assignee) shall continue to comply with all terms and conditions of service under SC 110, provided, that Company shall act as Customer's Transmission Service Agent to arrange for and schedule Transmission Service for Customer's purchases of electric power and energy from Company pursuant to this Rider.
- That Customer's Transition Charge determined pursuant to Rider TC is greater than zero g. on the effective date of Customer's PPO Contract. If Customer's Transition Charge determined pursuant to Rider TC becomes zero, Company shall provide Customer with at least 30 days' written notice that Customer's PPO Contract (and any rights of an Assignee to the electric power and energy purchased by customer under such PPO Contract) and Customer's right to service under this Rider (and the right to service of any Assignee) shall terminate at the end of the current term of Customer's PPO Contract. The current term of Customer's PPO Contract may be extended if necessary to ensure the Customer receives at least 30 day's notice. If Customer's Transition Charge determined pursuant to Rider TC becomes zero due to a change in Company's market values published pursuant to Section 4(c) of Rider MVI II, within 30 day's prior to the end of the current term of Customer's PPO Contract, thereby terminating Customer's PPO Contract, at the end of its current term, Company will allow Customer to return to Bundled Service on the Customer's next regularly scheduled meter reading date that occurs 30 days or less from the date Company notifies Customer of the Rider TC charge becoming zero, provided Customer notifies Company no more than 2 Business Days after Company's market values are published that Customer desires to return to Bundled Service.

Original Sheet No. 16.002

RIDER PPO POWER PURCHASE OPTION SERVICE

h. If Customer elects a Transition Charge with a Multi-Year Market Value established by Rider MVI II in the December publication, as evidenced by their entering into a contract for such Multi-Year Market Value in accordance with Section 7(a) of Rider TC, the Customer's PPO Contract (and any rights of an Assignee to the electric power and energy purchased by Customer under such PPO contract) and Customer's right to service under this Rider (and the right to service of any Assignee) shall terminate upon the effective date of such Multi-Year Market Value contract and Customer shall have no rights to service under this Rider for the duration of such Multi-Year Market Value contract. In addition, during the term of any contract entered into pursuant to Section 7 of Rider TC, and notwithstanding any other provisions of SC110, Rider PPO, Rider PRS, or any Bundled Service Classification as set forth in Company's Schedule of Rates for Electric Service. Ill. C. C. No. 31, the Company shall have no obligation to supply electric power and energy and Customer shall have no right to receive from Company electric power and energy for the electric power and energy requirements placed on Delivery Services by a Customer which has entered into a contract pursuant to Section 7 of Rider TC for the period covered by such contract, unless such Customer's Retail Electric Supplier ceases to provide power and energy service to Customer for any reason at which time the Company will place Customer on Rider ISS.

3. **Definitions**

As used in this Rider, the following terms shall have the meanings set forth below.

Annual Period for Customer who went to Delivery Services under Off-Cycle Switching Service means the one-year period for which there is no change to the applicable market values used to calculate Customer's Transition Charge and to determine Customer's electric power and energy rates under Section 5(a) of this Rider. For Customer who went to Delivery Services with an oncycle switch, Annual Period means the 12 consecutive billing cycle months for which there is no change to the applicable market values used to calculate Customer's Transition Charge and to determine Customer's electric power and energy rates under Section 5(a) of this Rider.

RIDER PPO POWER PURCHASE OPTION SERVICE

Anniversary Date for Customer who went to Delivery Services under Off-Cycle Switching Service means the date on which Customer first started taking Delivery Services under SC 110. For Customer who went to Delivery Services with an on-cycle switch, Anniversary Date means the regularly scheduled meter reading date for the anniversary month in which Customer first started taking Delivery Services under SC 110. Customer's Anniversary Date, however, may not necessarily be the same date on which Customer first started taking service under Rider PPO. The first time that a Delivery Services Customer elects a Transition Charge with a Multi-Year Market Value established by Rider MVI II in the December publication, as evidenced by their entering into a contract for such Multi-Year Market Value in accordance with Section 7(a) of Rider TC, their Anniversary Date shall be reset to the effective date of the Multi-Year Market Value contract. In the event a Delivery Services Customer returns to Bundled Service and, after meeting all Bundled Service time requirements, takes Delivery Services again, such Customer's Anniversary Date shall be reset to the Off-Cycle or on-cycle date, as applicable, on which they return to Delivery Services. However, the Anniversary Date set by a Customer with a Multi-Year Market Value contract shall remain in effect if such Customer is placed onto the Company's applicable real time pricing tariff pursuant to Section 3(b) of Rider ISS and, after meeting the time requirements for such real time pricing tariff pursuant to Section 3(b) of Rider ISS, still has time remaining on the Multi-Year Market Value contract and returns to Delivery Services.

Assignee means (a) a Customer taking service under Company's SC 110 that would be eligible for service under this Rider and that contracts with Primary Customer for the purchase or assignment of Primary Customer's interest in electric energy which the Primary Customer purchases under this Rider; or (b) an Alternative Retail Electric Supplier that (i) has obtained a Certificate of Service Authority from the Commission, (ii) is serving Primary Customer, and (iii) contracts with Primary Customer for the purchase or assignment of Primary Customer's interest in electric energy which Primary Customer, and (ii) contracts with Primary Customer for the purchase or assignment of Primary Customer, and (ii) contracts with Primary Customer for the purchase or assignment of Primary Customer's interest in electric energy which Primary Customer purchases under this Rider.

Central Prevailing Time means Central Standard Time or Central Daylight Savings Time as in effect in Company's service area on any day.

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Contract Rate means a special or negotiated rate contract or a contract service contract between Company and Customer.

Firm means electric power and energy which is not subject to interruption or curtailment by Company except to the extent Customers served on Company's Bundled Service Classifications (excluding Service Classifications 30, 35 and Rider S of Company's Ill. C. C. No. 31 and the interruptible portion of any Contract Rate) are similarly curtailed.

NERC Holidays means New Year's Day, Memorial Day (observed), Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or as published from time to time by NERC.

NonFirm means electric energy which is subject to interruption or curtailment on the terms specified in Company's SC 30, SC 35 or Rider S of Company's Ill. C. C. No. 31 or the interruptible portion of any Contract Rate, as applicable.

On Peak means the hours identified in Rider MVI II.

Off Peak means all hours that are not On Peak.

PPO Capacity means the maximum amount of energy which Company is obligated to supply to Customer in any hour under this Rider as specified in Customer's PPO Contract or Contracts.

PPO Contract means a written contract of one year's duration entered into between Customer and Company for service pursuant to this Rider.

PPO Energy means the kWh of electric energy supplied by Company to Customer in each hour pursuant to this Rider.

Primary Customer means the Customer initially contracting for service from Company under this Rider, and shall not be an Assignee.